

RECORDATION NO. 29579-E

JUL 18 11 -2 35 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
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WASHINGTON, D.C.
20036

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July 18, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment No. 2 to the Memorandum of Security Agreement (US), dated as of July 18, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Supplement No. 2 (US) being filed with the Board under Recordation Number 29579-B.

The names and addresses of the parties to the enclosed document are:

Secured Party: Mizuho Corporate Bank (USA)
1251 Avenue of the Americas
New York, New York 10020

Debtor: MHCB (USA) Leasing & Finance Corporation
c/o Mizuho Corporate Bank (USA)
1251 Avenue of the Americas
New York, New York 10020

Chief, Section of Administration
July 18, 2011
Page 2

A description of the railroad equipment covered by the enclosed document is:

338 railcars:

DOWX 049099 – DOWX 049144
DOWX 073916
DOWX 073918 – DOWX 073968
DOWX 074063 – DOWX 074066
DOWX 074078 – DOWX 074079
DOWX 074081 – DOWX 074314

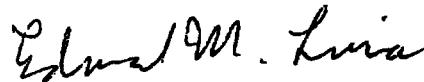
A short summary of the document to appear in the index is:

Amendment No. 2 to the Memorandum of Security Agreement (US).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Edward M. Luria".

Edward M. Luria

RWA/EML/bhs
Enclosures

JUL 18 '11 -2 35 PM

EXECUTION VERSION

SURFACE TRANSPORTATION BOARD

Amendment No. 2 to the Memorandum of Security Agreement (US)

AMENDMENT NO. 2 TO THE MEMORANDUM OF SECURITY AGREEMENT, dated as of July 18, 2011, between MHC B (USA) LEASING & FINANCE CORPORATION, as lessor (together with its successors and assigns, "Debtor"), having an address at 1251 Avenue of the Americas, New York, NY 10020, and MIZUHO CORPORATE BANK (USA), a New York chartered bank having its principal place of business at 1251 Avenue of the Americas, New York, NY 10020, as collateral agent (together with its successors and assigns "Collateral Agent") for the Participants party to the Participation Agreement defined below (together with their successors and assigns, "Participants"; and collectively with MIZUHO CORPORATE BANK (USA), as administrative agent for Participants ("Administrative Agent"), and Collateral Agent, the "Secured Parties") (Debtor and Collateral Agent hereinafter together referred to as the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Parties did enter into that certain Loan Agreement, dated as of December 14, 2010, among the Parties, the Participants and the Administrative Agent (the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Loan Agreement), including Article IX thereof with the heading of "Security" (such Article IX, the "Security Agreement"; and all amendments to the Memorandum of Security Agreement, the "Amendments to the Memorandum of Security Agreement") whereby Debtor has assigned, conveyed, mortgaged, pledged, hypothecated, transferred and set over to Secured Parties, a first priority Lien on and security interest in all of Debtor's right, title and interest now held or hereafter acquired in and to the "Lessor Collateral" defined in the Memorandum of Security Agreement dated as of December 17, 2010 (the "Memorandum of Security Agreement").

WHEREAS, the Debtor has assigned, conveyed, mortgaged, pledged, hypothecated, transferred and set over to Secured Parties, a first priority Lien on and security interest in all of Debtor's right, title and interest now held or hereafter acquired in and to the following (collectively, the "Additional Lessor Collateral"):

- (a) the Items of Equipment as listed on Schedule A attached hereto;
- (b) any bill of sale with respect to the Additional Lessor Collateral and all warranties (including, without limitation, warranties of title, merchantability, fitness for a particular purpose, quality and freedom from defects) and rights of recourse against manufacturers, assemblers, sellers and others in connection with the Items of Equipment;
- (c) all Rent and Supplemental Payments payable under the Participation Agreement and the Lease Agreement and all other sums payable thereunder with respect to the Additional Lessor Collateral; and
- (d) all proceeds of the Additional Lessor Collateral including, without limitation, all rentals, income and profits in respect of the Items of Equipment, whether under the Lease Agreement or otherwise, all credits granted by any manufacturer or

vendor with respect to the return of any Item of Equipment and the proceeds of any insurance payable with respect to the Items of Equipment.

WHEREAS, the Parties, as of December 17, 2010, placed of record the existence of the Security Agreement by filing the Memorandum of Security Agreement in the public files maintained by the Surface Transportation Board under the provisions of Title 49 of the United States Code.

WHEREAS, the Parties, as of March 17, 2010, placed of record the existence of the Security Agreement by filing an Amendment to the Memorandum of Security Agreement in the public files maintained by the Surface Transportation Board under the provisions of Title 49 of the United States Code.

WHEREAS, the Parties find it desirable to place of record the existence of this Amendment No. 2 to the Memorandum of Security Agreement in the public files maintained by the Surface Transportation Board under the provisions of Title 49 of the United States Code.

NOW THEREFORE, this Amendment No. 2 to the Memorandum of Security Agreement is entered into by the Parties for the purpose of placing of record the applicability of the aforesaid Security Agreement to the above described Additional Lessor Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have each caused this Amendment No. 2 to the Memorandum of Security Agreement to be duly executed by their duly authorized respective officers as of the day and year first above written.

MHCB (USA) LEASING & FINANCE
CORPORATION, as lessor
(Debtor)

By: 

Name:

VICTOR MORA

Title:

VICE PRESIDENT

MIZUHO CORPORATE BANK (USA)
(Collateral Agent)


By: 

Name: LEON MO

Title: SR. VICE PRESIDENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 13th day of July, 2011, before me personally appeared in the City of New York, State of New York, VICTOR YORK, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of MHC B (USA) LEASING & FINANCE CORPORATION, that the foregoing instrument was signed and sealed on behalf of said corporation and, as attorney-in-fact on behalf of said corporation by authority of said corporation's Board of Directors, and VICE PRESIDENT acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

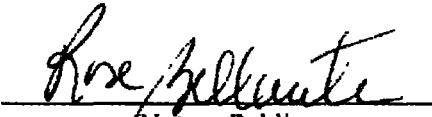
[NOTARIAL SEAL]

My commission expires: 10/24/14

ROSE BELLANTUONO
Notary Public, State of New York
No. 018E5034998
Qualified in Richmond County
Commission Expires Oct. 24, 2014

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 13th day of July, 2011, before me personally appeared in the City of New York, State of New York, LEON MO, to me personally known, who being by me duly sworn, says that he is the OR VICE PRES of MIZUHO CORPORATE BANK (USA), that the foregoing instrument was signed and sealed on behalf of said corporation and, as attorney-in-fact on behalf of said corporation by authority of said corporation's Board of Directors, and SA VICE PRES acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


(Notary Public)

[NOTARIAL SEAL]

My commission expires: 10/04/14

ROSE BELLANTUONO
Notary Public, State of New York
No. 01BE5094000
Qualified in Richmond County
Commission Expires Oct. 04, 2014

SCHEDULE A

Schedule A

NO.	CAR TYPE	CAR MAKE	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
1	TANK	DOWX049099	ARI	1101	\$224,899.00
2	TANK	DOWX049100	ARI	1101	\$224,899.00
3	TANK	DOWX049101	ARI	1101	\$224,899.00
4	TANK	DOWX049102	ARI	1101	\$225,342.00
5	TANK	DOWX049103	ARI	1101	\$225,342.00
6	TANK	DOWX049104	ARI	1101	\$225,342.00
7	TANK	DOWX049105	ARI	1102	\$225,342.00
8	TANK	DOWX049106	ARI	1102	\$225,342.00
9	TANK	DOWX049107	ARI	1102	\$225,342.00
10	TANK	DOWX049108	ARI	1102	\$225,342.00
11	TANK	DOWX049109	ARI	1102	\$225,342.00
12	TANK	DOWX049110	ARI	1102	\$225,341.00
13	TANK	DOWX049111	ARI	1102	\$225,341.00
14	TANK	DOWX049112	ARI	1102	\$225,341.00
15	TANK	DOWX049113	ARI	1102	\$225,341.00
16	TANK	DOWX049114	ARI	1102	\$225,341.00
17	TANK	DOWX049115	ARI	1102	\$225,341.00
18	TANK	DOWX049116	ARI	1102	\$225,341.00
19	TANK	DOWX049117	ARI	1102	\$225,341.00
20	TANK	DOWX049118	ARI	1102	\$225,341.00
21	TANK	DOWX049119	ARI	1102	\$225,341.00
22	TANK	DOWX049120	ARI	1102	\$225,341.00
23	TANK	DOWX049121	ARI	1102	\$225,341.00
24	TANK	DOWX049122	ARI	1102	\$225,341.00
25	TANK	DOWX049123	ARI	1102	\$225,341.00
26	TANK	DOWX049124	ARI	1102	\$225,341.00
27	TANK	DOWX049125	ARI	1102	\$225,341.00
28	TANK	DOWX049126	ARI	1102	\$225,341.00
29	TANK	DOWX049127	ARI	1102	\$225,341.00
30	TANK	DOWX049128	ARI	1102	\$225,341.00
31	TANK	DOWX049129	ARI	1102	\$225,341.00
32	TANK	DOWX049130	ARI	1102	\$225,341.00
33	TANK	DOWX049131	ARI	1102	\$225,341.00
34	TANK	DOWX049132	ARI	1102	\$225,341.00
35	TANK	DOWX049133	ARI	1102	\$225,341.00
36	TANK	DOWX049134	ARI	1102	\$225,736.00
37	TANK	DOWX049135	ARI	1102	\$225,736.00
38	TANK	DOWX049136	ARI	1103	\$225,736.00
39	TANK	DOWX049137	ARI	1103	\$225,736.00
40	TANK	DOWX049138	ARI	1103	\$225,736.00
41	TANK	DOWX049139	ARI	1103	\$225,736.00
42	TANK	DOWX049140	ARI	1103	\$225,736.00
43	TANK	DOWX049141	ARI	1103	\$225,736.00
44	TANK	DOWX049142	ARI	1103	\$225,736.00

Schedule A

NO.	CAR TYPE	CAR MARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
45	TANK	DOWX049143	ARI	1103	\$225,736.00
46	TANK	DOWX049144	ARI	1103	\$225,736.00
47	TANK	DOWX073916	TRTY	1102	\$94,788.00
48	TANK	DOWX073918	TRTY	1102	\$94,788.00
49	TANK	DOWX073919	TRTY	1102	\$94,788.00
50	TANK	DOWX073920	TRTY	1102	\$94,788.00
51	TANK	DOWX073921	TRTY	1102	\$94,788.00
52	TANK	DOWX073922	TRTY	1102	\$94,788.00
53	TANK	DOWX073923	TRTY	1102	\$94,788.00
54	TANK	DOWX073924	TRTY	1102	\$94,788.00
55	TANK	DOWX073925	TRTY	1102	\$94,788.00
56	TANK	DOWX073926	TRTY	1102	\$94,788.00
57	TANK	DOWX073927	TRTY	1102	\$94,788.00
58	TANK	DOWX073928	TRTY	1102	\$94,788.00
59	TANK	DOWX073929	TRTY	1102	\$94,788.00
60	TANK	DOWX073930	TRTY	1102	\$94,788.00
61	TANK	DOWX073931	TRTY	1103	\$94,788.00
62	TANK	DOWX073932	TRTY	1102	\$94,788.00
63	TANK	DOWX073933	TRTY	1102	\$94,788.00
64	TANK	DOWX073934	TRTY	1102	\$94,788.00
65	TANK	DOWX073935	TRTY	1102	\$94,788.00
66	TANK	DOWX073936	TRTY	1102	\$94,788.00
67	TANK	DOWX073937	TRTY	1102	\$94,788.00
68	TANK	DOWX073938	TRTY	1102	\$94,788.00
69	TANK	DOWX073939	TRTY	1102	\$94,788.00
70	TANK	DOWX073940	TRTY	1102	\$94,788.00
71	TANK	DOWX073941	TRTY	1103	\$94,788.00
72	TANK	DOWX073942	TRTY	1102	\$94,788.00
73	TANK	DOWX073943	TRTY	1102	\$94,788.00
74	TANK	DOWX073944	TRTY	1103	\$94,788.00
75	TANK	DOWX073945	TRTY	1103	\$94,788.00
76	TANK	DOWX073946	TRTY	1102	\$94,788.00
77	TANK	DOWX073947	TRTY	1102	\$94,788.00
78	TANK	DOWX073948	TRTY	1103	\$94,788.00
79	TANK	DOWX073949	TRTY	1103	\$94,788.00
80	TANK	DOWX073950	TRTY	1103	\$94,788.00
81	TANK	DOWX073951	TRTY	1103	\$94,788.00
82	TANK	DOWX073952	TRTY	1103	\$94,788.00
83	TANK	DOWX073953	TRTY	1103	\$94,788.00
84	TANK	DOWX073954	TRTY	1103	\$94,788.00
85	TANK	DOWX073955	TRTY	1103	\$94,788.00
86	TANK	DOWX073956	TRTY	1103	\$94,788.00
87	TANK	DOWX073957	TRTY	1103	\$94,788.00
88	TANK	DOWX073958	TRTY	1103	\$94,788.00

Schedule A

NO.	CAR TYPE	CAR MARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
89	TANK	DOWX073959	TRTY	1103	\$94,788.00
90	TANK	DOWX073960	TRTY	1102	\$94,788.00
91	TANK	DOWX073961	TRTY	1011	\$94,788.00
92	TANK	DOWX073962	TRTY	1103	\$94,788.00
93	TANK	DOWX073963	TRTY	1011	\$94,788.00
94	TANK	DOWX073964	TRTY	1103	\$94,788.00
95	TANK	DOWX073965	TRTY	1103	\$94,788.00
96	TANK	DOWX073966	TRTY	1103	\$94,788.00
97	TANK	DOWX073967	TRTY	1103	\$94,788.00
98	TANK	DOWX073968	TRTY	1011	\$94,788.00
99	TANK	DOWX074063	UTC	1102	\$95,056.00
100	TANK	DOWX074064	UTC	1102	\$95,056.00
101	TANK	DOWX074065	UTC	1102	\$95,056.00
102	TANK	DOWX074066	UTC	1103	\$95,056.00
103	TANK	DOWX074078	UTC	1102	\$96,196.00
104	TANK	DOWX074079	UTC	1102	\$96,196.00
105	TANK	DOWX074081	UTC	1102	\$96,196.00
106	TANK	DOWX074082	UTC	1102	\$96,196.00
107	TANK	DOWX074083	UTC	1102	\$96,196.00
108	TANK	DOWX074084	UTC	1102	\$96,196.00
109	TANK	DOWX074085	UTC	1102	\$96,196.00
110	TANK	DOWX074086	UTC	1104	\$96,196.00
111	TANK	DOWX074087	UTC	1102	\$96,196.00
112	TANK	DOWX074088	UTC	1102	\$96,196.00
113	TANK	DOWX074089	UTC	1102	\$96,196.00
114	TANK	DOWX074090	UTC	1102	\$96,196.00
115	TANK	DOWX074091	UTC	1102	\$96,196.00
116	TANK	DOWX074092	UTC	1102	\$96,196.00
117	TANK	DOWX074093	UTC	1102	\$96,196.00
118	TANK	DOWX074094	UTC	1102	\$96,196.00
119	TANK	DOWX074095	UTC	1102	\$96,196.00
120	TANK	DOWX074096	UTC	1102	\$96,196.00
121	TANK	DOWX074097	UTC	1102	\$96,196.00
122	TANK	DOWX074098	UTC	1103	\$96,196.00
123	TANK	DOWX074099	UTC	1102	\$96,196.00
124	TANK	DOWX074100	UTC	1102	\$96,196.00
125	TANK	DOWX074101	UTC	1102	\$96,196.00
126	TANK	DOWX074102	UTC	1102	\$96,196.00
127	TANK	DOWX074103	UTC	1102	\$96,196.00
128	TANK	DOWX074104	UTC	1103	\$96,196.00
129	TANK	DOWX074105	UTC	1101	\$96,196.00
130	TANK	DOWX074106	UTC	1102	\$96,196.00
131	TANK	DOWX074107	UTC	1102	\$96,196.00
132	TANK	DOWX074108	UTC	1102	\$96,196.00

Schedule A

NO.	CAR TYPE	CAR MARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
133	TANK	DOWX074109	UTC	1102	\$96,196.00
134	TANK	DOWX074110	UTC	1102	\$96,196.00
135	TANK	DOWX074111	UTC	1103	\$96,196.00
136	TANK	DOWX074112	UTC	1103	\$96,196.00
137	TANK	DOWX074113	UTC	1102	\$96,196.00
138	TANK	DOWX074114	UTC	1102	\$96,196.00
139	TANK	DOWX074115	UTC	1102	\$96,196.00
140	TANK	DOWX074116	UTC	1102	\$96,196.00
141	TANK	DOWX074117	UTC	1102	\$96,196.00
142	TANK	DOWX074118	UTC	1102	\$96,196.00
143	TANK	DOWX074119	UTC	1102	\$96,196.00
144	TANK	DOWX074120	UTC	1102	\$96,196.00
145	TANK	DOWX074121	UTC	1102	\$96,196.00
146	TANK	DOWX074122	UTC	1102	\$96,196.00
147	TANK	DOWX074123	UTC	1103	\$96,196.00
148	TANK	DOWX074124	UTC	1102	\$96,196.00
149	TANK	DOWX074125	UTC	1102	\$96,196.00
150	TANK	DOWX074126	UTC	1102	\$96,196.00
151	TANK	DOWX074127	UTC	1102	\$96,196.00
152	TANK	DOWX074128	UTC	1102	\$96,196.00
153	TANK	DOWX074129	UTC	1103	\$96,196.00
154	TANK	DOWX074130	UTC	1102	\$96,196.00
155	TANK	DOWX074131	UTC	1103	\$96,196.00
156	TANK	DOWX074132	UTC	1103	\$96,196.00
157	TANK	DOWX074133	UTC	1102	\$96,196.00
158	TANK	DOWX074134	UTC	1102	\$96,196.00
159	TANK	DOWX074135	UTC	1102	\$96,196.00
160	TANK	DOWX074136	UTC	1102	\$96,196.00
161	TANK	DOWX074137	UTC	1102	\$96,196.00
162	TANK	DOWX074138	UTC	1102	\$96,196.00
163	TANK	DOWX074139	UTC	1103	\$96,196.00
164	TANK	DOWX074140	UTC	1102	\$96,196.00
165	TANK	DOWX074141	UTC	1102	\$96,196.00
166	TANK	DOWX074142	UTC	1103	\$96,196.00
167	TANK	DOWX074143	UTC	1103	\$96,196.00
168	TANK	DOWX074144	UTC	1103	\$96,196.00
169	TANK	DOWX074145	UTC	1103	\$96,196.00
170	TANK	DOWX074146	UTC	1103	\$96,196.00
171	TANK	DOWX074147	UTC	1102	\$96,196.00
172	TANK	DOWX074148	UTC	1103	\$96,196.00
173	TANK	DOWX074149	UTC	1103	\$96,196.00
174	TANK	DOWX074150	UTC	1103	\$96,196.00
175	TANK	DOWX074151	UTC	1102	\$96,196.00
176	TANK	DOWX074152	UTC	1103	\$96,196.00

Schedule A

NO.	CAR TYPE	CAR MARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
177	TANK	DOWX074153	UTC	1103	\$96,196.00
178	TANK	DOWX074154	UTC	1103	\$96,196.00
179	TANK	DOWX074155	UTC	1104	\$96,196.00
180	TANK	DOWX074156	UTC	1103	\$96,196.00
181	TANK	DOWX074157	UTC	1103	\$96,196.00
182	TANK	DOWX074158	UTC	1103	\$96,196.00
183	TANK	DOWX074159	UTC	1103	\$96,196.00
184	TANK	DOWX074160	UTC	1103	\$96,196.00
185	TANK	DOWX074161	UTC	1103	\$96,196.00
186	TANK	DOWX074162	UTC	1103	\$96,196.00
187	TANK	DOWX074163	UTC	1103	\$96,196.00
188	TANK	DOWX074164	UTC	1103	\$96,196.00
189	TANK	DOWX074165	UTC	1103	\$96,196.00
190	TANK	DOWX074166	UTC	1103	\$96,196.00
191	TANK	DOWX074167	UTC	1103	\$96,196.00
192	TANK	DOWX074168	UTC	1103	\$96,196.00
193	TANK	DOWX074169	UTC	1103	\$96,196.00
194	TANK	DOWX074170	UTC	1103	\$96,196.00
195	TANK	DOWX074171	UTC	1103	\$96,196.00
196	TANK	DOWX074172	UTC	1103	\$96,196.00
197	TANK	DOWX074173	UTC	1103	\$96,196.00
198	TANK	DOWX074174	UTC	1103	\$96,196.00
199	TANK	DOWX074175	UTC	1103	\$96,196.00
200	TANK	DOWX074176	UTC	1103	\$96,196.00
201	TANK	DOWX074177	UTC	1103	\$96,196.00
202	TANK	DOWX074178	UTC	1103	\$96,196.00
203	TANK	DOWX074179	UTC	1103	\$96,196.00
204	TANK	DOWX074180	UTC	1103	\$96,196.00
205	TANK	DOWX074181	UTC	1103	\$96,196.00
206	TANK	DOWX074182	UTC	1103	\$96,196.00
207	TANK	DOWX074183	UTC	1103	\$96,196.00
208	TANK	DOWX074184	UTC	1103	\$96,196.00
209	TANK	DOWX074185	UTC	1103	\$96,196.00
210	TANK	DOWX074186	UTC	1104	\$96,196.00
211	TANK	DOWX074187	UTC	1103	\$96,196.00
212	TANK	DOWX074188	UTC	1103	\$96,196.00
213	TANK	DOWX074189	UTC	1103	\$96,196.00
214	TANK	DOWX074190	UTC	1103	\$96,196.00
215	TANK	DOWX074191	UTC	1103	\$96,196.00
216	TANK	DOWX074192	UTC	1103	\$96,196.00
217	TANK	DOWX074193	UTC	1103	\$96,196.00
218	TANK	DOWX074194	UTC	1103	\$96,196.00
219	TANK	DOWX074195	UTC	1103	\$96,196.00
220	TANK	DOWX074196	UTC	1103	\$96,196.00

Schedule A

NO.	CAR TYPE	CAR MARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
221	TANK	DOWX074197	UTC	1103	\$96,196.00
222	TANK	DOWX074198	UTC	1103	\$96,196.00
223	TANK	DOWX074199	UTC	1103	\$96,196.00
224	TANK	DOWX074200	UTC	1103	\$96,196.00
225	TANK	DOWX074201	UTC	1104	\$96,196.00
226	TANK	DOWX074202	UTC	1103	\$96,196.00
227	TANK	DOWX074203	UTC	1103	\$96,196.00
228	TANK	DOWX074204	UTC	1103	\$96,196.00
229	TANK	DOWX074205	UTC	1103	\$96,196.00
230	TANK	DOWX074206	UTC	1103	\$96,196.00
231	TANK	DOWX074207	UTC	1103	\$96,196.00
232	TANK	DOWX074208	UTC	1103	\$96,196.00
233	TANK	DOWX074209	UTC	1103	\$96,196.00
234	TANK	DOWX074210	UTC	1104	\$96,196.00
235	TANK	DOWX074211	UTC	1103	\$96,196.00
236	TANK	DOWX074212	UTC	1103	\$96,196.00
237	TANK	DOWX074213	UTC	1103	\$96,196.00
238	TANK	DOWX074214	UTC	1103	\$96,196.00
239	TANK	DOWX074215	UTC	1103	\$96,196.00
240	TANK	DOWX074216	UTC	1103	\$96,196.00
241	TANK	DOWX074217	UTC	1104	\$96,196.00
242	TANK	DOWX074218	UTC	1103	\$96,196.00
243	TANK	DOWX074219	UTC	1103	\$96,196.00
244	TANK	DOWX074220	UTC	1104	\$96,196.00
245	TANK	DOWX074221	UTC	1103	\$96,196.00
246	TANK	DOWX074222	UTC	1103	\$96,196.00
247	TANK	DOWX074223	UTC	1103	\$96,196.00
248	TANK	DOWX074224	UTC	1104	\$96,196.00
249	TANK	DOWX074225	UTC	1103	\$96,196.00
250	TANK	DOWX074226	UTC	1103	\$96,196.00
251	TANK	DOWX074227	UTC	1104	\$96,196.00
252	TANK	DOWX074228	UTC	1103	\$96,196.00
253	TANK	DOWX074229	UTC	1104	\$96,196.00
254	TANK	DOWX074230	UTC	1104	\$96,196.00
255	TANK	DOWX074231	UTC	1104	\$96,196.00
256	TANK	DOWX074232	UTC	1104	\$96,196.00
257	TANK	DOWX074233	UTC	1104	\$96,196.00
258	TANK	DOWX074234	UTC	1104	\$96,196.00
259	TANK	DOWX074235	UTC	1104	\$96,196.00
260	TANK	DOWX074236	UTC	1104	\$96,196.00
261	TANK	DOWX074237	UTC	1104	\$96,196.00
262	TANK	DOWX074238	UTC	1104	\$96,196.00
263	TANK	DOWX074239	UTC	1104	\$96,196.00
264	TANK	DOWX074240	UTC	1104	\$96,196.00

Schedule A

NO.	CAR TYPE	CAR MARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
265	TANK	DOWX074241	UTC	1104	\$96,196.00
266	TANK	DOWX074242	UTC	1104	\$96,196.00
267	TANK	DOWX074243	UTC	1104	\$96,196.00
268	TANK	DOWX074244	UTC	1104	\$96,196.00
269	TANK	DOWX074245	UTC	1104	\$96,196.00
270	TANK	DOWX074246	UTC	1104	\$96,196.00
271	TANK	DOWX074247	UTC	1104	\$96,196.00
272	TANK	DOWX074248	UTC	1104	\$96,196.00
273	TANK	DOWX074249	UTC	1104	\$96,196.00
274	TANK	DOWX074250	UTC	1104	\$96,196.00
275	TANK	DOWX074251	UTC	1104	\$96,196.00
276	TANK	DOWX074252	UTC	1104	\$96,196.00
277	TANK	DOWX074253	UTC	1104	\$96,196.00
278	TANK	DOWX074254	UTC	1104	\$96,196.00
279	TANK	DOWX074255	UTC	1104	\$96,196.00
280	TANK	DOWX074256	UTC	1104	\$96,196.00
281	TANK	DOWX074257	UTC	1104	\$96,196.00
282	TANK	DOWX074258	UTC	1104	\$96,196.00
283	TANK	DOWX074259	UTC	1104	\$96,196.00
284	TANK	DOWX074260	UTC	1104	\$96,196.00
285	TANK	DOWX074261	UTC	1104	\$96,196.00
286	TANK	DOWX074262	UTC	1104	\$96,196.00
287	TANK	DOWX074263	UTC	1104	\$96,196.00
288	TANK	DOWX074264	UTC	1104	\$96,196.00
289	TANK	DOWX074265	UTC	1104	\$96,196.00
290	TANK	DOWX074266	UTC	1104	\$96,196.00
291	TANK	DOWX074267	UTC	1104	\$96,196.00
292	TANK	DOWX074268	UTC	1104	\$96,196.00
293	TANK	DOWX074269	UTC	1104	\$96,196.00
294	TANK	DOWX074270	UTC	1104	\$96,196.00
295	TANK	DOWX074271	UTC	1104	\$96,196.00
296	TANK	DOWX074272	UTC	1104	\$96,196.00
297	TANK	DOWX074273	UTC	1104	\$96,196.00
298	TANK	DOWX074274	UTC	1104	\$96,196.00
299	TANK	DOWX074275	UTC	1104	\$96,196.00
300	TANK	DOWX074276	UTC	1104	\$96,196.00
301	TANK	DOWX074277	UTC	1104	\$96,196.00
302	TANK	DOWX074278	UTC	1104	\$96,196.00
303	TANK	DOWX074279	UTC	1104	\$96,196.00
304	TANK	DOWX074280	UTC	1104	\$96,196.00
305	TANK	DOWX074281	UTC	1104	\$96,196.00
306	TANK	DOWX074282	UTC	1104	\$96,196.00
307	TANK	DOWX074283	UTC	1104	\$96,196.00
308	TANK	DOWX074284	UTC	1104	\$96,196.00

Schedule A

NO.	CAR TYPE	CAR MARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
309	TANK	DOWX074285	UTC	1104	\$96,196.00
310	TANK	DOWX074286	UTC	1104	\$96,196.00
311	TANK	DOWX074287	UTC	1104	\$96,196.00
312	TANK	DOWX074288	UTC	1104	\$96,196.00
313	TANK	DOWX074289	UTC	1104	\$96,196.00
314	TANK	DOWX074290	UTC	1104	\$96,196.00
315	TANK	DOWX074291	UTC	1104	\$96,196.00
316	TANK	DOWX074292	UTC	1104	\$96,196.00
317	TANK	DOWX074293	UTC	1104	\$96,196.00
318	TANK	DOWX074294	UTC	1104	\$96,196.00
319	TANK	DOWX074295	UTC	1104	\$96,196.00
320	TANK	DOWX074296	UTC	1105	\$96,196.00
321	TANK	DOWX074297	UTC	1104	\$96,196.00
322	TANK	DOWX074298	UTC	1104	\$96,196.00
323	TANK	DOWX074299	UTC	1104	\$96,196.00
324	TANK	DOWX074300	UTC	1105	\$96,196.00
325	TANK	DOWX074301	UTC	1104	\$96,196.00
326	TANK	DOWX074302	UTC	1104	\$96,196.00
327	TANK	DOWX074303	UTC	1104	\$96,196.00
328	TANK	DOWX074304	UTC	1105	\$96,196.00
329	TANK	DOWX074305	UTC	1104	\$96,196.00
330	TANK	DOWX074306	UTC	1105	\$96,196.00
331	TANK	DOWX074307	UTC	1104	\$96,196.00
332	TANK	DOWX074308	UTC	1105	\$96,196.00
333	TANK	DOWX074309	UTC	1104	\$96,196.00
334	TANK	DOWX074310	UTC	1104	\$96,196.00
335	TANK	DOWX074311	UTC	1104	\$96,196.00
336	TANK	DOWX074312	UTC	1105	\$96,196.00
337	TANK	DOWX074313	UTC	1101	\$96,196.00
338	TANK	DOWX074314	UTC	1101	\$96,196.00

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

7-18-11



Robert W. Alvord